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9/14

**INTERAGENCY AGREEMENT
BETWEEN
WASHINGTON STATE UNIVERSITY
AND
CLALLAM COUNTY**

THIS INTERAGENCY AGREEMENT (the "Agreement") is between Washington State University, an institution of higher education and agency of the state of Washington, through WSU Extension Clallam County (hereafter referred to as "WSU"), and Clallam County Department of Health and Human Services, a county government agency located in Port Angeles, Washington (hereafter referred to as "Clallam County").

IT IS THE PURPOSE OF THIS AGREEMENT to memorialize the terms and conditions under which Washington State University 4-H will provide leadership and experiential learning educational training to Clallam County. WSU shall conduct all activities related to providing a WSU 4-H "Adventure Facilitator" portable ropes challenge training.

NOW, THEREFORE, the parties agree as follows:

I. STATEMENT OF WORK

Each party shall do all things necessary for and incidental to the performance of the duties set forth below.

A. Duties of WSU:

1. Locate a Washington State University certified Low Ropes Course trainer and coordinate (1) 3 day/15 hour 4-H "Adventure Facilitator" training for a minimum of 12 community members (trainees).
2. Furnish the necessary materials and otherwise conduct all activities necessary for performance of this work, including the purchase of necessary low ropes challenge course materials, including an Expedition Adventure Kit which may be purchased from Challenge Masters Inc.
3. Upon completion of the training, WSU shall follow billing and reporting procedures as outlined in Section IV of this Agreement.
4. Any materials purchased through this Agreement shall become the property of WSU. WSU reserves the right to set the terms and conditions for appropriate use of the kit by certified portable ropes course facilitators.

B. Duties of Clallam County:

1. Supply the trainees.
2. Upon completion of the training and submission of reports by WSU (as required in Section IV), remit payment to WSU for services as provided herein.

II. PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on July 01, 2014 and be completed on September 30, 2014 (the "Term"), unless terminated sooner as provided herein.

III. PAYMENT

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work will not exceed \$11,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree to a higher amount prior to the commencement of any work, which will cause the maximum payment to be exceeded. Compensation for services shall be based on the following rates and in accordance with the following terms:

- A) 1- Expedition Adventure Kit (as purchased from Challenge Masters Inc.) \$7,100; and
- B) 1- three-day/15 hour portable ropes facilitator training at \$250/participant; staff coordination at \$20 per hour; additional training materials, forms/flyers, travel at state per diem rate, copies, and equipment at \$3,900.

IV. BILLING PROCEDURES

Upon completion of the training, WSU will provide a report to Clallam County when requesting payment for services rendered. The report shall contain a brief summary of the work performed, training agenda with location, dates and time frames, and attendance data including number of individuals trained. The report shall also include an invoice including hours of staff coordination and with receipts for materials purchased, as these charges relate to the duties identified in Section I of this agreement.

Invoices and reporting shall be submitted to:

Clallam County Department of Health & Human Services
Attn: Leeann Grasseh, Prevention Specialist
223 E. 4th Street, Suite 14
Port Angeles, WA 98362

V. RECORDS MAINTENANCE

The parties to this Agreement shall each maintain books, records, documents and other evidence which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein. These records shall be subject to inspection, review or audit by personnel of both parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six year after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The

receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

VI. RIGHTS IN DATA

Unless otherwise provided, any data that originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by WSU. Data shall include, but not be limited to, reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights.

VII. INDEPENDENT CAPACITY

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

VIII. MODIFICATION

This Agreement may be modified or amended by mutual agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

IX. TERMINATION

Either party may terminate this Agreement upon 30 days prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination. Under this section or the following section, if the parties choose to partially or completely terminate this Agreement, the parties shall either mutually agree how any property involved shall be disposed of. If they are unable to do so, they shall submit the dispute to the Dispute Panel provided for in Section XI.

Whenever this Agreement is terminated in accordance with this Section IX or X, the Contractor (WSU) shall be entitled to payment for actual work performed for completed items of work. An equitable adjustment in the contract price for partially completed items of work will be made, but such adjustment shall not include provision for loss of anticipated profit on deleted or uncompleted work.

X. TERMINATION FOR CAUSE

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other. See Section IX for the provisions for disposition of property upon the partial or complete termination of this Agreement.

XI. DISPUTES

In the event that a dispute arises under this Agreement that the parties can't resolve, they shall allow the dispute to be decided by a Dispute Panel in the following manner: Each party to this Agreement shall appoint one member to the Dispute Panel. The members so appointed shall jointly appoint an additional member to the Dispute Panel. The Dispute Panel shall review the facts, contract terms and applicable statutes and rules and make a determination of the dispute. The determination of the Dispute Panel shall be final and binding on the parties hereto. There shall be no charge to the parties for these services of the Dispute Panel.

As an alternative to this process, either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

XII. GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order.

- A. applicable state and federal statutes and rules;
- B. statement of work; and
- C. any other provisions of the Agreement, including materials incorporated by reference.

XIII. ASSIGNMENT

The work to be provided under this Agreement, and any claim arising under this Agreement is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

XIV. WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

XV. SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this agreement, and to this end the provisions of this Agreement are declared to be severable.

XVI. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

XVII. CONTRACT ADMINISTRATION

A designated contract administrator for each of the parties shall administer this Agreement and be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

The Contract Administrator for WSU is:

Name: Lauren Hrcirik

College or Department: WSU Extension Clallam County

Address: 223 E. 4TH Street, Suite 15, Port Angeles, WA 98362

Telephone: 360-912-5520 or 360-417-2398

The Contract Administrator for Clallam County is:

Name: Leeann Grasseth

College or Department: Clallam County Department of Health and Human Services

Address: 223 E. 4TH Street, Suite 14, Port Angeles, WA 98362

Telephone: 360-565-2608

Fax Number: 360-417-2583

XVIII. HOLD HARMLESS

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees and agents in the performance of this Agreement. No party to this Agreement shall be responsible for the acts and omissions of those entities or individuals not a party to this Agreement.

XVIX. WSU INSURANCE/TORT CLAIMS

WSU shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. Automobile Liability Insurance through the State of Washington Self-Insurance Liability Program providing bodily injury and property damage liability coverage for all owned and non owned vehicles assigned to or used in the performance of the work for a combined single limit of not less than \$1,000,000 each occurrence.
- B. WSU shall provide proof of insurance to Clallam County, in care of, Leeann Grasseth, Prevention Specialist, 223 E. 4th Street, Port Angeles, WA 98362, prior to commencing the work described herein.
- C. The WSU shall participate in Worker's Compensation and employer's liability insurance as may be required by the State of Washington.

WSU and its officers, employees, and agents, while acting in good faith within the scope of their official WSU duties, are covered by the State of Washington Self-Insurance Program and the Tort Claims Act (RCW 4.92.060, et seq.), and successful claims against WSU and its employees, officers, and agents in

the performance of their official WSU duties in good faith under this Agreement will be paid from the tort claims liability account as provided in RCW 4.92.130.

XVX. LIABILITY WAIVER

All participants or persons attending the training must sign a release/waiver of liability form prior to participation.

XVXI. SIGNATURES

The parties affirm they have designated the persons below to have signature authority for the parties. By their signatures on this Agreement, the parties agree to all of its terms and conditions.

**WASHINGTON STATE UNIVERSITY
("WSU")**

**BOARD OF COUNTY COMMISSIONERS
("Clallam County")**

Recommended by:
By: *Doreen Hausen-Lundset*
Name: DOREEN HAUSEN-LUNDSTROM
Title: DIRECTOR YOUTH & FAMILY UNIT
Date: 9.10.14

Recommended by:
By: *Michael C. Chapman*
Name: MICHAEL C. CHAPMAN
Title: CHAIR
Date: 16 September 2014

Approved by:
By: *Christine R. Hoyt*
Name: Christine R. Hoyt
Title: Contracts Manager
Date: 9-10-14
Washington State University

Approved by:
By: _____
Name: _____
Title: _____
Date: _____

Approved as to form only by:
Kimberly Orloff
Kimberly Orloff
Deputy Prosecuting Attorney
Clallam County
9/12/2014